

Point Collection LLC, The Gallery Collection

To: China Import and Export Fair Organizing Committee

致：中国进出口商品交易会组织方

Subject：Response to Letter No. 商广函字〔2025〕257号 — Request for Annulment of Settlement Agreement No. 135TD0029

主题：商广函字〔2025〕257号之复函

Date: April 18, 2025

日期：2025年4月18日

Dear Organizing Committee,

尊敬的广交会主办单位：

Greetings.

We appreciate your response dated April 10, 2025, regarding our formal complaint. In order to further clarify our position, we hereby provide the following supplemental statement of facts and legal analysis.

您好！感谢贵单位于2025年4月10日对我司投诉事项所作出的书面回复。为进一步阐明我司立场，现就有关事实及法律问题重点补充如下：

I. Lack of Prior Notice and Preparation — Absence of Procedural Due Process

一、调解过程中严重缺乏事先通知和准备，违背基本程序正当性

Our employee, Mr. Fernando Hector Machado, was unexpectedly "invited" by Goldenly by phone to a mediation session on-site at the Canton Fair without any prior notice, agenda, or opportunity for our company to prepare or authorize a legal representative, our company had no knowledge of the mediation process and was not informed in advance.

The following procedural deficiencies occurred:

1. No advance notice was provided regarding the time, location, or subject of the mediation;
2. No opportunity was given for our company to internally review the dispute or assign an authorized representative;
3. No legal counsel or corporate delegate was permitted to attend or assist in the mediation;
4. The mediation personnel failed to verify the identity or authorization of the signatory, and directly pushed for a signature.

Proper due process is the cornerstone of any lawful and fair dispute resolution. It requires transparency, the right to representation, and informed participation. The ad hoc nature of

this mediation was in clear violation of basic principles of procedural fairness, and severely compromised our company's legitimate rights.

我司员工 Mr. Fernando Hector Machado 系采购以部负责人，其并未获授权且无权利代表我司签署任何协议。调解当日，我司员工在毫无事前告知和准备的情况下，于广交会现场被金得利电话临时被“邀请”通知前往广交会某处会谈，却被要求立即参与调解及签署和解协议，我司对该调解过程并不知情。

该过程存在如下严重程序问题：

1. 未提前告知调解时间、地点和议题；
2. 未给予任何时间让我司评估争议情况或进行内部授权安排；
3. 未允许我司指派具有授权资质的代表或法律顾问陪同参与调解；
4. 调解人员亦未对签署人身份及授权资格进行核实，即推进协议签署。

在任何合法合规的调解程序中，程序正当性是基础原则，应保障各方的知情权、陈述权、代理权与辩解权。此次调解过程突如其来，显然不符合调解程序应有的公开、透明和公平要求，亦严重损害了我司的合法权益。

II. Coercive Conduct During Mediation — Constitutes Legal Duress

二、调解过程中存在明显压力与威胁，构成“胁迫”行为

At the mediation site, our employee was subjected to coercive and inappropriate pressure, including but not limited to:

1. Being requested to hand over his passport, with implicit threats of confiscation;
2. Being warned that failure to sign the agreement would result in recording the company and individual in Canton Fair's system, and potential disqualification from future participation;
3. Repeatedly stating clearly that he was not authorized to sign any binding legal documents, yet still being compelled to sign.

These circumstances created an environment of intimidation, wherein Mr. Machado, out of fear of personal and professional consequences, signed the agreement solely in his personal capacity, without corporate authorization.

According to Article 150 of the Civil Code of the People's Republic of China:

“Where one party or a third party uses coercion to cause the other party to perform a civil legal act against its true intention, the coerced party shall have the right to request the People's Court or an arbitration institution to revoke such act.”

This situation meets the definition of coercion under PRC civil law, and thus, the agreement signed under such conditions is voidable and should be annulled.

在调解现场，我司员工被施加了不合理的心理压力和外部威胁，包括但不限于以下行为：

1. 被调解人员要求上交护照并被暗示有可能被暂扣；

- 2.被口头告知如拒绝签署协议，其本人及所属公司将被广交会记录在案并可能被禁止未来参展；
- 3.明确告知调解员其没有公司授权，亦无法签署具有法律效力的文件，但对方仍坚持要求签字。

在此压力环境下，Mr. Machado 出于对基参展资料及人身自由的担忧，被迫以个人名义签署了所谓的《第135TD0029号和解协议书》。如贵方坚持认为此和解协议有效即调解过程未发生任何强迫、胁迫行为，请向我司提供调解过程的监控录像，调解书面通知及提供证据证明我司已授权员工签署协议的证明材料。否则该调解协议应视为在不公平、不自愿情况下作出的不真实意思表示，不应作为双方支付货款的依据。

根据《中华人民共和国民法典》第一百五十一条规定：

“一方或者第三人以胁迫手段，使对方在违背真实意思的情况下实施的民事法律行为，受胁迫方有权请求人民法院或者仲裁机构予以撤销。”

上述情形已构成法律意义上的“胁迫”。因此，我司认为，该协议签署过程明显不符合法律对“意思表示真实”之要求，应当依法予以撤销。

III. Formal Requests

三、请求事项

In light of the above, we respectfully and formally submit the following requests:

1. We hereby request your committee to provide the following materials in order to demonstrate that the mediation process was free from procedural irregularities:

1. Surveillance footage of the mediation process;
2. Written notice of the mediation session that was allegedly served in advance;
3. Documentary evidence proving that our employee was duly authorized by our company to sign the settlement agreement on our behalf.

2. That a clear confirmation be issued stating our company's ongoing eligibility to participate in future Canton Fair sessions;

3. That an internal review be conducted regarding the procedural irregularities and behavior of the involved mediation personnel, and that a reasonable explanation be provided to our company.

为此，我司再次正式向贵方提出如下请求：

- 1.请向我司提供调解过程的监控录像，调解书面通知及提供证据证明我司已授权员工签署协议的证明材料以证明贵方的调解程序不存在“瑕疵”。
- 2.明确我司未来是否具备参展资格，并就该事件产生的不良记录予以澄清；
- 3.请贵方对调解过程的合规性和相关人员行为开展内部核查，并向我司提供合理解释。

IV. Closing Remarks

四、结语

We continue to respect the professionalism and authority of the Canton Fair as a global trade platform. However, this incident has significantly impacted our trust in its mediation mechanisms. We sincerely hope that this matter will be re-evaluated based on the principles of legality, fairness, and procedural integrity.

We look forward to your reply and to a resolution that reflects these values.

作为全球贸易的重要平台，广交会一贯以专业、公平著称。我司高度重视与贵方的合作关系，亦真诚期望此事件能在遵循正当程序与合法原则的基础上，得到合理妥善的解决。

敬请贵方予以重视并给予明确回复。

Sincerely,

此致

敬礼！

Point Collection LLC
(Signed / Company Seal)

(签字 / 盖章)

April 18, 2025

2025年4月18日